



## STATE PRESERVATION BOARD

### POLICY FOR USE OF THE CAPITOL GROUNDS

| (A) **DEFINITIONS.** The following words and terms, when used in this document, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) **Event** - Any performance, ceremony, presentation, or activity held on the Grounds.
- (2) **Public Purpose** - As defined in Texas Administrative Code, Title 13, Part 7, Chapter 111, §111.20(a)(2). The chief test of what constitutes a public purpose is that the public generally must have a direct interest in the purpose and the community at large is to be benefited. Campaign activities are prohibited on the Capitol Grounds.
- (3) **Capitol Grounds** - As defined in Texas Administrative Code, Title 13, Part 7, Chapter 111, §111.20(a)(3).
- (4) **State Official Sponsor** - The Governor, the Lieutenant Governor, the Speaker, a State Senator, or a State Representative.

(B) **FEE FOR USE OF CAPITOL GROUNDS**

- (1) A fee is required from persons or entities reserving the Capitol Grounds for any scheduled event or activity. The amount of the fee will be set by the State Preservation Board (SPB) upon review of the event application and will be designed to recover the direct and indirect costs to the state for the event or activity. The fee must be received in the office of the SPB no later than 24 hours prior to the event. If the fee is not received, the reservation will be cancelled.
- (2) Except in cases of inclement weather, refunds will only be issued if cancellations are received at least 24 hours prior to the event. In case of inclement weather on after-hours, weekend or holiday events, the event holder must cancel the event within one (1) hour of the set up time stated on the event application to receive a full refund. Otherwise, all applicable fees will apply.

(C) **CRITERIA FOR APPROVAL OF GROUNDS EVENTS**

- (1) All Capitol Grounds events will be approved and scheduled by the SPB upon the recommendation of a state official sponsor as described in subsection (A)(4) of this document. Request forms must be received by the SPB no later than one week before the date requested.
- (2) Reservations may be made up to six months in advance of the date of the event.
- (3) All events must have a public purpose as described in subsection (A)(2) of this document.
- (4) No event on the Capitol Grounds shall exceed 3 hours in length and must conclude by 9PM.
- (5) Approval will not be granted if it is determined that the event:
  - (a) promotes a commercial enterprise;
  - (b) obstructs entrances or interrupts traffic flow through the building;
  - (c) obstructs the view of or access to fire fighting equipment, fire alarm pull

- stations, or fire hydrants;
- (d) involves the use of flammable, hazardous or odorous chemicals or materials;
- (e) involves torches, candles, or other open-flame illuminating devices or fires;
- (f) involves the use of cannons (cannons are not permitted on the Capitol Grounds for any event.);
- (g) involves the use of signs or placards attached to objects on the Capitol Grounds that might cause damage;
- (h) involves the use of balloons with the purpose of distributing to individual attendees (balloons are not permitted inside the Capitol.);
- (i) may cause physical damage to state property (including but not limited to the Capitol's exterior walls, doors, windows, lighting, monuments, fencing, lampposts, walkways, driveways, curbs, signage, irrigation system, trees, grass, plants, or flower beds).
- (6) Intended use may not interfere with any legislative session or the regular use of the Capitol Grounds for transaction of state business.
- (7) Sound equipment, chairs, podiums, tents, or other equipment required for ceremonies, presentations, performances, rallies, or press conferences must be approved by the SPB, but furnished and installed by the requesting party. Installation approval is subject to inspection by SPB staff and the Capitol Fire Marshal.
- (8) The State of Texas, the SPB, or any employee of the SPB are not liable for any injury which may occur to any person during any event or the loss or damage of any equipment or other property of the event holder.
- (9) A properly approved and signed request to use the Capitol Grounds for a lawful public purpose shall constitute tacit acceptance by the organizer of all legal and financial liability for any damage to state property, or for any personal injury caused by the described activity, or occurring as a result of the activity.
- (10) Security services other than those routinely provided by Capitol DPS are the responsibility of the organizers; however, the SPB must approve any additional security arrangements.
- (11) Fundraising on the premises is not allowed unless the fundraising directly benefits the Capitol or unless it is part of the gubernatorial inaugural or a similar event approved by the board, and the funds are designed to recover the direct costs to the state for the event or activity.
- (12) Vendors and/or the promotion of a commercial enterprise involving the exchange of money are prohibited.
- (13) Events may not violate the gambling provisions of Texas Penal Code §47.02.
- (14) No signs or placards with handles displayed or available for display during the event may be carried into the Capitol Building or placed on the Capitol Grounds. No signs or placards may be attached to any part of the Capitol, including, but not limited to fences, lampposts, trees, etc., except as approved by the SPB.
- (15) Organizers will be held responsible for clean-up of the area. SPB will conduct an inspection of the area to determine whether it was adequately cleaned and that there are no damages. The organizer(s) will be responsible for the costs of any additional clean up or damage repair.

**(D) INDEMNIFICATION**

- (1) Event holder agrees to defend, indemnify and hold harmless the SPB, the State of Texas, all of its officers, employees and agents from any and all claims, actions, suits, demands, proceedings, costs, damages, or liabilities brought by

any third party which result from the event holder's presence, equipment, or use of the Capitol Grounds.

- (2) Event holder agrees that the SPB, the State of Texas, all of its officers, employees and agents are now and hereafter relieved of any and all responsibility and liability for any and all injury, loss or damage that the event holder, its agents and invitees or their property may incur as a result of or during the event holder's use of the Capitol Grounds, provided said injury, loss or damage is not the result of the negligence of an SPB employee. Therefore, event holder on its own behalf and on behalf of its agents and invitees hereby agrees to hold harmless, indemnify and defend the SPB, the State of Texas, all of its officers, employees and agents from and against any and all costs, damages, fees, expenses, or liability of any type or nature related to the same.
- (3) Event holder further covenants and agrees to indemnify and to fully pay and reimburse the SPB any and all costs of replacement of damaged property, and for the restoration and repair of the Capitol Grounds which in any way are damaged, destroyed or otherwise defaced or harmed as a result of use by the event holder, its agents or invitees.